

Prepared by:
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1/30/07 9:36:07
BK 549 PG 756
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is situated in the Southwest Quarter (SW ¼) of Section 24, Township 3 South, Range 7 West of DeSoto County, Mississippi.

INGRESS/EGRESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

MORRIS LEE AND MILDRED M. SCOTT

GRANTORS

TO

DESOTO COUNTY REGIONAL UTILITY AUTHORITY

GRANTEE

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, **MORRIS LEE AND MILDRED M. SCOTT** (the "Grantors"), grant to **DESOTO COUNTY REGIONAL UTILITY AUTHORITY** ("Grantee"), a body politic, an ingress/egress easement and right-of-way in, on, over and across the land herein described; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the land-owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines over the land in DeSoto County, Mississippi described as part of the Southwest Quarter (SW ¼) of Section 24, Township 3 South, Range 7 West of DeSoto County, Mississippi, and being more particularly described in Exhibit "A" attached hereto.

The Grantors further grant to Grantee a temporary construction easement and right-of-way, as more specifically described on the attached Exhibit "A." Upon completion of construction within the above described permanent access and utility easement, the above-described temporary construction easement shall terminate. Also upon completion of construction, Grantee shall restore the property to substantially the same grade and condition as existed prior to the commencement of construction, including but not limited to planting and installing erosion control.

The grant of this easement shall be for the sole and only purpose of ingress and egress over the property described herein and matters directly related thereto.

This easement shall be canceled, terminated, released or reduced to the extent any part of the subject easement is no longer reasonable and necessary to provide ingress and egress to Grantee's property pursuant to the easement granted by Pleasant Hill Sod Farm, Inc., to DCRUA dated January 12, 2007, and shall be automatically canceled and terminated in the event said easement granted by Pleasant Hill Sod Farm, Inc., is hereafter canceled, withdrawn, terminated or released as provided for therein.

Jackson 1198455v.1

Butler Snow

6

The Grantors acknowledge the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that they are aware of their rights under said Act, including but not limited to:

- a) notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act;
- b) the opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- c) an opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

Grantors fully understand that they have the right to receive just compensation for the real property herein described based on an appraisal of said property, and Grantors hereby waive that right.

Grantors likewise consent that this Easement may be executed in any number of multiple counterparts with the same effect as if all of the Grantors' representatives had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

WITNESS OUR SIGNATURES on the dates set forth below.

The Address and Telephone
Number of the Grantors:

3067 Laughter Road South
Hernando, MS 38632
(662)429-6775

The Address and Telephone
Number of the Grantee:

365 Loshier Street
Suite 300
Hernando, MS 38632
(662) 429-5590

Morris Lee Scott
Morris Lee Scott

DATE: 01-14-07

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of January, 2007, within my jurisdiction, the within named Morris Lee Scott who acknowledged that he signed and delivered the above and forgoing instrument on the day and year therein mentioned.

Paul R. Scott
NOTARY PUBLIC

My Commission Expires:

Aug 1, 2008

[AFFIX NOTARIAL SEAL]

Mildred M. Scott
Mildred M. Scott

DATE: 01-14-07

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I, Personally appeared before me, the undersigned authority in and for the said county and State, on this 14th day of January, 2007, within my jurisdiction, the within named Mildred M. Scott who acknowledged that she signed and delivered the above and forgoing instrument on the day and year therein mentioned.

Paul R. Scott
NOTARY PUBLIC

My Commission Expires:

Aug 1, 2008
[AFFIX NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

**MORRIS LEE AND MILDRED M. SCOTT
(DEED BOOK 144, PAGE 611)**

**A PROPOSED VARIABLE WIDTH INGRESS/EGRESS EASEMENT AND
A PROPOSED TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT
FOR THE DESOTO COUNTY REGIONAL UTILITY AUTHORITY
DESOTO COUNTY, MISSISSIPPI**

A PROPOSED VARIABLE WIDTH INGRESS/EGRESS EASEMENT

Being a variable width ingress\egress easement situated in the Southwest Quarter (SW 1/4) of Section 24, Township 3 South, Range 7 West, DeSoto County, Mississippi and being out of and a part of a tract of land conveyed to Morris Lee and Mildred M. Scott as described in Deed Book 144 Page 611 in the Chancery Clerk's Office of Desoto County, Mississippi. Said variable width ingress\egress easement lying East of and adjacent to the West line of said "Scott" tract, containing 0.143 Acres, (6,265 Square Feet), more or less and being more particularly defined as shown on Exhibit "B", attached hereto.

A PROPOSED TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

Being a proposed ten (10) foot wide temporary construction easement lying East of, adjacent to and parallel with the above described proposed variable width ingress\egress easement, containing 0.292 Acres, (12,755 Square Feet), more or less and being more particularly defined as shown on Exhibit "B", attached hereto.

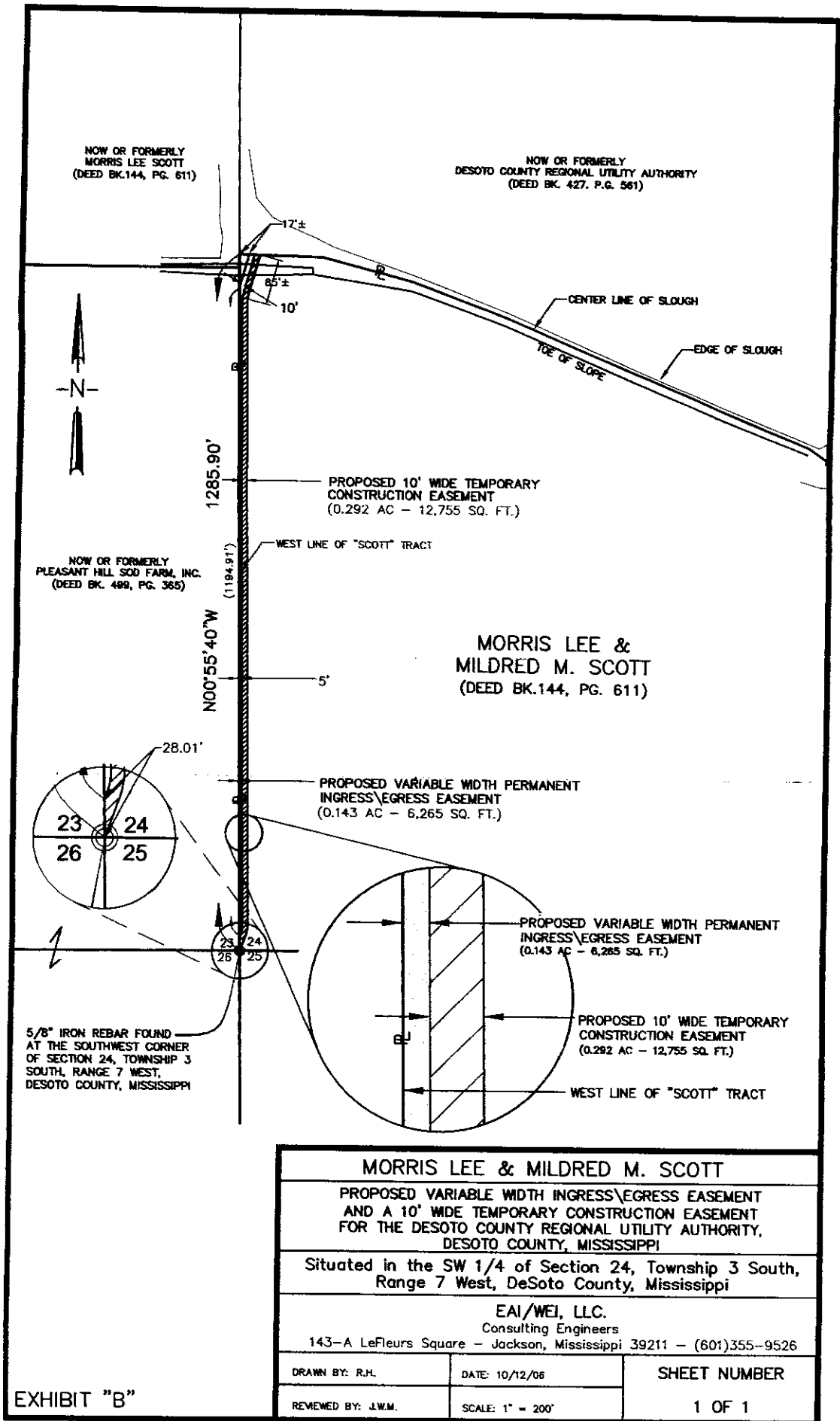


EXHIBIT "B"

MORRIS LEE & MILDRED M. SCOTT		
PROPOSED VARIABLE WIDTH INGRESS\EGRESS EASEMENT AND A 10' WIDE TEMPORARY CONSTRUCTION EASEMENT FOR THE DESOTO COUNTY REGIONAL UTILITY AUTHORITY, DESOTO COUNTY, MISSISSIPPI		
Sited in the SW 1/4 of Section 24, Township 3 South, Range 7 West, DeSoto County, Mississippi		
EAI/WEI, LLC. Consulting Engineers 143-A LeFleurs Square - Jackson, Mississippi 39211 - (601)355-9526		
DRAWN BY: R.H.	DATE: 10/12/06	SHEET NUMBER 1 OF 1
REVIEWED BY: J.W.M.	SCALE: 1" = 200'	